

**SUMTER COUNTY BOARD OF COMMISSIONERS
EXECUTIVE SUMMARY**

SUBJECT: E5 Solutions Economic Development Contract

REQUESTED ACTION: Approve the E5 Solutions Economic Development Contract

☐ Work Session (Report Only)

DATE OF MEETING: _____

☒ Regular Meeting

☐ Special Meeting

CONTRACT: ☐ N/A

Vendor/Entity: E5 Solutions, Inc.

Effective Date: 11/11/2009

Termination Date: 9/30/2010

Managing Division / Dept: _____

County Administrator

BUDGET IMPACT: \$349,880

☒ Annual

FUNDING SOURCE:

General Fund

☐ Capital

EXPENDITURE ACCOUNT:

See Budget Amendment incorporated in the
agenda

☐ N/A

HISTORY/FACTS/ISSUES:

The BOCC recently selected E5 Solutions as the firm to which contract negotiations could move forward to be the new economic development entity for Sumter County. Attached is the negotiated contract with a focus on performance measures to provide tangible evidence of the return on investment from the contract.

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made this 10th day of November, 2009, by and between **Board of Sumter County Commissioners** (hereafter referred to as "Board"), whose address is 910 North Main Street, Bushnell, Florida 33513, and **E5 Solutions, Inc.**, a Florida For Profit corporation (hereafter referred to as "Consultant"), whose address is 3984 Grove Park Drive Tallahassee, Florida 32311.

RECITALS

WHEREAS, the Board has a need for professional Economic Development Marketing and Program Support related to Sumter County; and

WHEREAS, E5 Solutions, Inc., provides the aforementioned professional services; and

WHEREAS, the Board desires to transition to E5 Solutions, Inc., for Economic Development Marketing and Program Support, and

WHEREAS, the parties desire to enter into a written agreement outlining the duties and responsibilities and compensation of the ECONOMIC DEVELOPMENT MARKETING AND PROGRAM SUPPORT; based on the Consultant's response to RFP # E1-2009/AT – Request for Proposals for ECONOMIC DEVELOPMENT MARKETING AND PROGRAM SUPPORT;

WHEREAS, the parties wish to partner together to see Sumter County continue to grow in the area of Economic Development;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and incorporating the above recitals as if stated herein, it is agreed as follows:

1. The relationship of the Consultant to the Board will be that of a professional consultant and the Consultant will provide the professional and technical services required under this agreement in accordance with acceptable professional practices and ethical standards applicable to Consultant's profession, and will provide to the Board prompt and efficient consulting services to the best of its ability.
2. Consultant is hereby retained and employed as the ECONOMIC DEVELOPMENT MARKETING AND PROGRAM SUPPORT consultant to work with the Board to provide said services in accordance with the scope of work outlined in RFP # E1-2009/AT, attached hereto and incorporated herein as Exhibit "A". The term of the Agreement is for (12) twelve months and the amount of compensation to Consultant for this Agreement is Three Hundred Forty Nine Thousand Eight Hundred Eighty Dollars (\$349,880.00).

3. The Consultant is permitted to utilize the name and logo of the county on all marketing and correspondence materials both print and electronic to assist in accomplishing the deliverables required in the RFP. Further, Board shall allow Consultant to advertise as "Sumter County Economic Development". However, all correspondence and any other documents produced by Consultant shall include a statement that E5 Solutions, Inc., is a contracted entity for Sumter County and is a Florida For Profit Corporation. The Board shall assist Consultant to perform the deliverables by providing to the Consultant access to the existing zoning maps, plat sheets, transportation information/maps, utility information/maps, licensing data, capital and operating budgets, land use plans, email addresses, physical addresses, and all other documents, maps and data of the county in both physical and electronic format, to the extent allowed by law.

4. Consultant agrees to provide Board a written monthly report of progress of milestones achieved and status of businesses being supported in their expansion or recruitment. The Consultant shall deliver said report to the County Administrator to be received no later than the tenth (10) day following the previous month's activities. Consultant agrees to provide a quarterly report in person to Board with meeting dates to be coordinated between the County Administrator and Consultant's President. Should events occur requiring any additional meetings with the Board Consultant will communicate such request to the County Administrator.

5. The term of this Agreement shall commence and terminate as directed in the Notice to Proceed. This Agreement may be renewed on an annual or multi-year basis if agreed to in writing by both parties no less than sixty (60) days prior to expiration. The term of this Agreement does not relieve the Consultant of any future responsibility as described in paragraph eight (8) of this Agreement.

6. This Agreement may be terminated by either party upon thirty (30) days prior written notice. Consultant shall be paid for all work performed up to the date of termination. Said amount shall be paid within thirty (30) days of date of termination by the Board. Termination by either party shall not be construed as a Default under paragraph (12).

7. With regard to Gross Compensation paid to Consultant the following is agreed upon. Gross Compensation for the Consultant shall be divided in two parts: The first part consists of Consultant receiving a monthly payment for facilitating and supporting the needs of industrial leads/prospects in the amount of \$10,000 payable at the beginning of each month starting November 14 and the 1st week of the following months. The second part, Consultant shall receive payment or pro rata portion based on the successful completion of specific milestones as determined by the County Administrator..

Milestone 1: Deadline is November 30, 2009 – Value is \$30,000. –

- Introduction Letters developed and transmitted
- State of Florida (Enterprise Florida) communication established
- Development of the Business Survey Questionnaire
- Development of Business Survey Plan

- Launch new Sumter County Economic Development (SCED) Website with pertinent and accurate facts about Sumter County for industrial support and recruitment including a monthly update and maintenance of the website
- Attempt transition of information from the Sumter County Economic Development Council to Consultant

Milestone 2: Deadline is December 31, 2009 – Value is \$30,000.

- Outreach with industry and businesses, the Sumter County Chamber of Commerce, the Sumter County Industrial Development Authority, the City Manager of Wildwood and the City Manager of Bushnell
- Completion of Consultant's recommended Interim Schedule of Incentives for existing and new industry as well as a comparative analysis of surrounding county and city incentives
- Completion of the Branding and Identification Package
- Completion of the First Edition of the Sumter County Economic Development Newsletter.
- Completion of the Checklist for Facilitating and Supporting Industrial Leads/Prospects

Milestone 3: Deadline is January 31, 2010 – Value is \$30,000.–

- Outreach with industry and businesses, the Sumter County School Superintendent, and The Villages Charter School Administrator
- Create and begin developing a volunteer base for business development

Milestone 4: Deadline is February 28, 2010 – Value is \$20,000 –

- Outreach with industry and businesses
- Continue developing volunteers for business development

Milestone 5: Deadline is March 30, 2010 – Value is \$20,000. –

- Completion of the analysis of the outreach and survey and recommended adjustments to the Consultant's Interim Schedule of Incentives for existing and new industry

Milestone 6: Deadline is April 30, 2010 – Value is \$20,000. –

- Preliminary Industrial Site/Building Survey Plan presented for review by County Administrator to set the baseline data for the priorities for the Economic Development Strategic Plan

- Completion of the development of an Ambassador Program for direct contact with existing industry to update the survey data and target supplier and customer markets

Milestone 7: Deadline is May 31, 2010 – Value is \$20,000. –

- Proposed update to the E5 Solutions Contract is submitted along with the proposed Economic Development Budget for FY2010/2011
- Draft Strategic Economic Development Plan is submitted to County Administrator for review and comment

Milestone 8: Deadline is June 30, 2010 – Value is \$20,000 –

- Outreach with industry and businesses
- Presentation of the final Strategic Economic Development Plan and final Incentive Schedule for supporting existing and prospective industry

Milestone 9: Deadline is July 31, 2010 – Value is \$10,000

- Outreach with industry and businesses

Milestone 10: Deadline is Aug 31, 2010 – Value is \$10,000

- Outreach with industry and businesses
- Draft Annual Economic Summit Development Plan submitted for review

Milestone 11: Deadline is September 30, 2010 – Value is \$10,000

- Outreach with industry and businesses
- Hold Annual Economic Summit

Milestone 12: Deadline is October 31, 2010 – Value is \$9,880

- Outreach with industry and businesses
- Renew Annual or Multi-Year Contract

In addition to demonstrating the completion of each milestone Consultant shall provide County on a monthly basis an itemized invoice for the services rendered under this contract and the invoices and receipts for fees and costs which the Consultant has obligated itself under Agreement with certain Sub consultants for parties to perform Agreement. All sub consultants work for the Contractor and not the Board. Consultant shall submit its monthly invoice on the 15th day of each month and Board shall pay said invoice on or before the 30th day of each month. Consultant shall be paid on a monthly basis as defined herein and pursuant to the provisions of the Local Government Prompt Payment Act, F.S. 218.

8. General Considerations.

- a. All reports, results of business surveys, drawings, designs, specifications, notebooks, computations, details, websites, brochures, calculations, and documents prepared by Consultant and presented to the Board pursuant to this Agreement are and remain the property of the Board as instruments of service.
- b. All analyses, data, documents, models, modeling, reports, and analysis and tests performed or utilized by Consultant shall be made available to the Board upon request and shall be considered public records only to the extent required by Florida law.
- c. Consultant shall keep all books, records, files, drawings, plans, and other documentation, including all electronically stored items, which concern or relate to the services required hereunder, for a minimum of three (3) years from the date of expiration or termination of this Agreement, or as otherwise required by any applicable law, whichever date is later. Such books and records maintained by any sub-consultant or sub-contractor shall be maintained for a period of one (1) year from the date of final payment under the Agreement. The Board shall have the right to order, inspect and copy all such Records as often as it deems necessary during any such period of time. This right to audit, inspect and copy records shall include all of the records of the subconsultants (if any).
- d. Consultant shall, at all times, comply with the Florida Public Records Law, the Florida Open Meeting Law and all other applicable laws, rules and regulations of the State of Florida, to the extent required by such laws.
- e. Consultant shall, at all times, carry Professional Liability, General Liability, Automobile and Worker's Compensation Insurance pursuant to the insurance requirements in RFP # E1-2009/AT (Exhibit "A").
- f. Upon Consultant's written request, the Board will furnish, or cause to be furnished, such reports, studies, instruments, documents, contact information and other information as Consultant and Board mutually deem necessary..
- g. The Board and Consultant each binds itself and its successors, and assigns to the other party to this agreement and to the partners, successors, and assigns of such other party to this agreement, in respect to all covenants of this agreement; and neither the Board nor Consultant shall assign or transfer their interest in this agreement without the prior written consent of the other party.

- h. The Consultant may conduct its business surveys and all marketing efforts on paper or via World Wide Web, subject to Board approval or denial in its absolute discretion. Sumter County shall retain ownership of the Sumter County Website, Sumter County survey questionnaire and Sumter County survey results.
- i. Confidentiality: In regards to confidentiality of business leads, plans, intentions, or interests from a private corporation the Consultant and Board agree to follow Florida Statute 288.075 in regards to such matters. As such, the Consultant and Board agrees that all information, records, reports, data, and documents which contain or would provide Business Information, including but not limited to information concerning plans, intentions, or interests related to the location, relocation, or expansion of manufacturing or other business activities, be confidential and exempt from disclosure. Such Business Information, as to which the Board is Custodian shall not be open to public inspection or copying, and confidentiality shall be maintained for a period of twelve (12) months from the date of this Agreement, or until a duly authorized agent on behalf of the Consultant discloses or authorizes the disclosure of said information, or as otherwise required by law or judicial order, pursuant to § 288.075, Florida Statutes, as amended.
- j. Performance goals or milestones: In regards to milestone goals for Consultant to achieve and to assist the Board in evaluating performance of the Consultant the specific milestones that are connected to payment of services as listed in Section 7 herein are critical to this contract and therefore time is of the essence for each milestone to be achieved accordingly.
- k. Board will provide space for Consultant at the Board office locations, specifically the meeting and conference rooms subject to Consultant's scheduling of the use. Upon the completion of The Villages Sumter County Service Center located at CR139 an office will be provided for regular use, in addition to the above space, and will be considered the regular office location of Consultant for work performed under this contract. Consultant will not be required to pay a usage or rental fee associated with the aforesaid Board office, meeting, and conference room or office location spaces.
- l. Both Consultant and Board agree accomplishing the milestones is important. Therefore, both Consultant and Board agree the County Administrator and a representative(s) of Consultant shall meet within 14 days of start date to mutually draft and agree on a Gantt chart which will outline a process in order to assist and guide Consultant to achieve the milestones contained in paragraph seven (7). :

9. Should any other professional services beyond the scope of the current contract deliverables be called for by the Board and/or their representative, the fees and costs shall be agreed to in writing in advance by the parties hereto. The Consultant may be required to provide additional services to the Board on challenges, public protests, administrative hearings or similar matters. The consultant shall be available to represent the Board, serve as an expert witness and provide supporting documentation as necessary. Such additional services and associated fees and costs shall be agreed to in writing in advance by the parties hereto.

10. The Contract Documents, which comprise the entire Contract between Board and Consultant and which are made part hereof by this reference, consist of the following:

- a. Request for Proposals (RFP)
 - b. Instructions, Terms, and Conditions
 - c. RFP Forms
 - d. Vendor's Certification
 - e. General Terms and Conditions
 - f. Drug Free Workplace Certificate
 - g. References
 - h. Scope of Work / Specifications
 - i. Agreement for Services
 - j. Permits / Licenses
 - k. All Proposals Addenda Issued Prior to RFP Opening Date
 - l. All Modifications and Change Orders Issued
 - m. Notice of Award / Notice to Proceed

11. Consultant, its agents, servants, sub consultants or employees shall, in no manner, whatsoever be construed as the employees, agents, servants or representatives of the Board and shall have not expressed or implied power or authority to act in any manner whatsoever for or on behalf of the Board, except as provided in this Agreement and the scope of services called for herein. Consultant is hereby designated as an independent contractor to the Board and none of the employees, agents or servants of the Consultant shall have any of the fringe benefits applicable to employees of the Board.

12. In the event there exists any dispute as a result of any provision hereof for the interpretation hereof or otherwise or in anyway arising out of this Agreement all such

claims, disputes and/or any counterclaim shall be relegated to mediation, costs to be evenly shared between the parties. If the Mediation yields an impasse then the party alleging injury may then file a Complaint. In the event of default by either party hereto, the defaulting party shall be liable for all costs and expenses, including reasonable attorney's fees, incurred by the other party and enforcing its rights hereunder, whether litigation be instituted or not, and at the trial court and appellate court level.

13. Consultant does hereby waive "venue privilege" and or "diversity of citizenship privileges" and agrees specifically that any action for the enforcement, construction or interpretation of this agreement shall be maintained only in the County or Circuit Court for Sumter County, Florida and Consultant hereby specifically waives its right to institute any action of any kind or nature whatsoever against the Board in any other State or Federal Court or administrative tribunal.

14. This Agreement represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations or agreements, either written or verbal. If any provision of the Agreement is declared invalid or unenforceable, the remainder shall continue in full force and effect.

15. This Agreement cannot be changed or modified, unless by written agreement signed by all parties hereto.

16. In performing services hereunder, Consultant shall comply with all federal, state and local laws and regulations. Consultant shall be responsible for identifying and obtaining all permits necessary to complete the scope of services. Consultant shall be responsible for obtaining, at its sole cost and expense, all necessary licenses and other governmental approvals required in order for Consultant to provide the type of services required hereunder.

17. Consultant shall notify Board in writing of any commitments during the term of this Agreement which may constitute a potential or actual conflict of interest with respect to the scope of services to be performed for the Board.

IN WITNESS WHEREOF, the parties have signed this agreement the day and year first above written.

ATTEST:

SUMTER COUNTY

BOARD OF COUNTY COMMISSIONERS

By: _____

By: _____, **Chairman**

Date Signed: ____11/10/2009____

ATTEST:

E 5 Solutions, Inc.,

By: _____

By: **Rick Dodge, President**

Date Signed: ____11/4/2009____

RFP # E1-2009/AT and the E5 Solutions Response to the Same
(Exhibit "A").

NOTICE OF AWARD

TO: **E5 Solutions, Inc.**, 3984 Grove Park Drive Tallahassee, Florida 32311.

Project Description: **ECONOMIC DEVELOPMENT MARKETING AND PROGRAM SUPPORT**

The BOARD has considered the RFP submitted by you for the above described work in response to its Request for Proposals dated August 18, 2009.

You are hereby notified that your RFP has been accepted for the unit prices for the listed items in the REQUEST FOR PROPOSALS.

You are required by the Instruction for Bidders to execute the Agreement and furnish the required certificates of insurance within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said insurance within ten (10) days from the date of this Notice, said BOARD will be entitled to consider all your rights arising out of the BOARD'S acceptance of your RFP as abandoned. The BOARD will be entitled to such other rights as may be granted by law.

Please acknowledge the NOTICE OF AWARD and return to:

Mr. Bradley Arnold

Sumter County Board of County Commissioners

910 North Main Street Suite 201

Bushnell, FL 33513

Dated this 10th day of November 2009.

By: _____

Title: County Administrator

ACCEPTANCE OF NOTICE _____

Receipt of the above NOTICE OF AWARD is hereby acknowledged by
_____ this _____ day of _____, 2009.

By: _____ Title: _____

NOTICE TO PROCEED

To: **E5 Solutions, Inc.**, 3984 Grove Park Drive Tallahassee, Florida 32311.

Date: November 10, 2009

Project: **ECONOMIC DEVELOPMENT MARKETING AND PROGRAM SUPPORT**

You are hereby notified to commence WORK in accordance with the Agreement dated November 10, 2009, on or before November 11, 2009, and you are to complete the WORK within the term of the contract. The date of completion of all WORK is therefore September 30, 2009

Please acknowledge the NOTICE TO PROCEED and return to:

Mr. Bradley Arnold, County Administrator

Sumter County Board of County Commissioners

910 North Main Street Suite 201

Bushnell, FL 33513

Dated this 11th day of November 2009.

By: _____

Title: County Administrator

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by _____, this _____ day of _____, 2009.

By: _____ Title: _____